

## **TERMS OF REFERENCE**

**CIPC BID NUMBER: 06/2018/2019**

**DESCRIPTION: INVITATION TO BIDDERS TO SUBMIT  
PROPOSALS FOR MICROSOFT  
ENTERPRISE AGREEMENT LICENSING  
AND PREMIER SERVICES**

**CONTRACT DURATION: THREE (3) YEARS - 36 MONTHS (01 OCTOBER 2018 TO  
30 SEPTEMBER 2021)**

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**TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFT)**

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFT specification is based on a specific brand must inform CIPC before RFT closing date.
4. Bidders are required to submit an original Tax Clearance Certificate for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this RFT. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
6. This RFT will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001
7. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
8. As the commencement of this project is of critical importance, it is imperative that the services of the service provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
9. No advance payment will be made. CIPC will pay within the prescribed period as according to PFMA.
10. All price quoted must be inclusive of Value Added Tax (VAT)
11. The successful contractor must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
12. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Chief Executive Officer or his delegate.
13. The service provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.
- 14. Prices valid for 90 days**
15. CIPC will enter into Service Level Agreement with the successful service provider.
16. Prospective bidders are required to respond in chronological order to each element of the evaluation criteria in not more than four (4) pages per element, as eluded paragraph 6 (VI). You may include annexure, however for the purposes of the evaluation; focus would be on the four (4) page response to each element. Failing to comply with this condition will invalidate your proposal.
17. Bidders will be expected to attend a compulsory bidder briefing at a date and time to be confirmed by CIPC SCM.
18. Fraud and Corruption:  
The Service Provider selected through this TOR must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC:

Defines, that for such purposes, the terms set forth will be as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- v. Shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices.
- vi. Shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

I, the undersigned (NAME).....certify that:

I have read and understood the conditions of this RFQ.

I have supplied the required information and the information submitted as part of this RFQ is true and correct.

.....  
Signature

.....  
Date

## 1. INTRODUCTION and BACKGROUND

CIPC's mandate is the registration of companies, close corporations, cooperatives and intellectual property rights. Related services include the disclosure of information as well as dispute resolution arising out of infringements to these rights. CIPC needs to ensure data integrity through the use of state of the art Applications and Databases.

**CIPC ICT would like to invite service providers to submit proposals for the supply of the standard Microsoft Enterprise Agreement Licensing and Premier Services.**

Microsoft (MS) is the base software technology standards for CIPC, which provides the operating systems used by the commission's technologies. MS technology consists of two (2) key components; viz. Microsoft Exchange which is CIPC's central e-mail service and manages Outlook, Voice, Web and Mobile applications (through MS-Lync); and Active Directory (AD) which serves as the central management system of all users in the organization.

In parallel to the above CIPC also uses Microsoft supported technology for application systems, security and user access management.

## 2. SCOPE OF WORK

**Appendix A** provides detailed CIPC requirements for the requested services and deliverables.

The main CIPC office is situated at the dti Campus, 77 Meintjes Street, Sunnyside.

## 3. DURATION OF CONTRACT

**Three (3) years - 36 months**

## 4. COMPETENCY AND EXPERTISE REQUIREMENTS

The following competencies and expertise are required for this role:

### 4.1. Exposure

The successful bidder must have relevant exposure in the provisioning of Microsoft Enterprise Agreement Licensing and Premier Services integration review, design, implementation, maintenance and support services

### 4.2. Experience

The successful bidder must have over 5-years' experience in the provisioning Microsoft Enterprise Agreement Licensing and Premier Services integration review, design, implementation, maintenance and support services

### 4.3. Qualifications

As per experience and accreditation provided by the OEM

#### 4.4. Soft Skills

The following soft skills are essential:

- Communication
- Report writing
- Relationship management

#### 4.5. Aptitudes/Personality traits

Please provide CVs of the company's technicians who will be assigned to the CIPC account.

### 5. REPORTING

The contracted bidder's account manager will report to the Senior Manager: ICT Infrastructure or his delegate.

### 6. WORKING CONDITIONS

#### 6.1 Equipment

- PC, Telephone, and other relevant equipment will be provided by CIPC.

#### 6.2 Proprietary rights

- The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the resource belong to CIPC.
- The final product of all work done by the resource, shall at the end of service period, be handed over to CIPC.
- The resource may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.

#### 6.3 Indemnity / Protection / Safeguard

- The resources safeguard and set CIPC free to any losses that may occur due to costs, damage, demands, and claims that is the result of injury or death, as well as any damage to property of any or all contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The resources safeguard and set CIPC free to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trade marks or other protected rights on any software or related data used by the resources.

#### 6.4 Government Safety

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps are taken to notify the person(s) of this requirement.
- The resource must at all times follow the security measures and obey the rules as set by the organization.

#### 6.5 Quality

- The Senior Manager: Infrastructure Management will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Senior Manager: Infrastructure Management, be of the opinion that the quality of work is not to the required level, the service provider will be requested to provide other resources. The service provider will carry all the costs related to these changes.



## 7. COSTING

Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account all costs for the duration of the 36 MONTHS period and to CLEARLY indicate the price.

## 8. SPECIAL CONDITIONS

- 8.1. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter. .
- 8.2. CIPC reserves the right to negotiate with the successful bidder on price.
- 8.3. The service provider must ensure that their work is confined to the scope as defined.
- 8.4. Travel between the consultants home, place of work to the dti (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- 8.5. Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions is available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za))
- 8.6. No advance payment would be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA.
- 8.7. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- 8.8. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
- 8.9. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
- 8.10. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation.
- 8.11. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
- 8.12. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become .The property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
- 8.13. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
- 8.14. As the commencement of this contract is of critical importance, it is imperative that the prospective contractor is available immediately. Failing to commence with this contract immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.

## **EVALUATION PROCESS**

### **9.1 Evaluation Criteria**

The evaluation process will be done on accordance with the following criteria. Bids will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000, as amended together with Preferential Procurement Regulation 2017).

### **9.2 Evaluation Phases**

Bids will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended in 2017.

The evaluation will be completed in 3 phases:

- Phase 1: Compliance to minimum requirements
- Phase 2: Functional evaluation
- Phase 3: Pricing and Preferential Procurement policy

#### **Phase 1: Compliance to minimum requirements**

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements (e.g. Tax Clearance Certificates), ensuring all documents have been completed and that the specified documentation has been submitted in accordance to the bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

#### **Responsiveness Criteria: Failure to provide the following might result in a bid not to be considered: (minimum requirements)**

- a) Bid offers must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
- b) Submission and completion of the Declaration of Interest
- c) Submission of an original and valid Tax Clearance Certificate with **SARS Pin**
- d) Submission of the company's registration certificate from the Register of Companies (CIPC).
- e) Submission of proof of registration with the National Central Supplier Database
- f) Submission of National Central Supplier Database **unique number**





Companies and Intellectual  
Property Commission

a member of the dti group

## Phase 2: Functional evaluation

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. The functional evaluation will be rated out of 100 points and will be determined as follows:

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	Demonstrated experience in the provisioning of Microsoft Enterprise Agreement Licensing integration review, design, implementation and support services (Provide a minimum of three reference letters with contactable references from clients)						20	
2.	Provide a list of completed projects in the provisioning of Microsoft Enterprise Agreement Licensing integration review, design, implementation and support services with appropriate references – minimum 3 references						60	
3.	Expertise/ Experience/qualifications of support personnel to be assigned to the CIPC contract. (CVs detailing competency of all personnel to be assigned to CIPC for all required services).						20	
<b>Total</b>							<b>100</b>	

### Note:

- Functionality will count out of 100 points. Bidders must achieve a minimum score of 60 points out of 100 on the functionality evaluation to proceed to the next phase.
- Bidders that achieve less than 60 points on functionality will be disqualified for further evaluation.**

**Please Note:** CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.

### Preferential Procurement Policy

The bidders that have successfully progressed will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

### Pricing

Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.

Description	Total
Price	80
BBBEE	20
<b>Total</b>	<b>100</b>

The bidder with the highest score will be recommended as the successful service provider.

## 9. **SUBMISSION OF PROPOSALS**

Sealed proposals will be received at the Tender Box at the Reception, 77 Meintjies Street, Sunnyside, **the dti** campus, Block F.

### **Proposals should be addressed to:**

Manager (Supply Chain Management)  
Companies and Intellectual Property Registration Office  
Block F, **the dti** Campus, 77 Meintjies Street,  
Sunnyside  
PRETORIA

### **ENQUIRIES**

#### **A. Supply Chain Enquiries**

Mr Solomon Motshweni OR Ms Ntombi Maqhula

Contact No: (012) 394 3971 /45344

E-mail: [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za) OR [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za)

#### **A. Technical Enquiries**

Mr. Evans Mojanaga

Contact No: (012) 394 3485

[Emojanaga@cipc.co.za](mailto:Emojanaga@cipc.co.za)



**APPENDIX A:**

**1) CIPC LICENCE, SUPPORT AND MAINTENANCE REQUIREMENTS**

Software/ Licenses	Quantity
Windows OS	550
Office Pro Plus	550
ENT CAL - USER	550
Exchange Srvr ENT	3
Exchange STD	4
Lync Srvr	1
Lync Srvr PLUS CAL	
Project Pro	18
Visio Pro	10
Project Server	1
Project Server CAL	30
Sharepoint Server	2
System Center STD	45
SQL Server Enterprise	16
SQL Server Standard	16
Visual Studio Ultimate with MSDN	5
Visual Studio Team Foundation Server	1
Remote desktop Services CALS - User	20
Windows Server - STD	79
Windows Server - DataCenter	13

The MICROSOFT services are to include the following:

**Enrolment Services**

Licensed solution-focused technology suites for Microsoft application, system and infrastructure products.

- to equip devices and users across CIPC with on-premises and cloud-based versions of Microsoft's desktop products
- enrolment for Application Platform to help build, manage and maintain applications that support CIPC business
- enrolment for Core Infrastructure to help build a secure and well-managed data center

**Cloud Services**

Provide licensing for the implementation of cloud services best suited for the CIPC needs and to help optimize technology as follows:

- Transition to cloud services at the organization's own pace
- Move users back and forth between on-premises software and cloud services
- Match and adjust online service plans to meet organizational needs
- Add and adjust new online service users above EA commitment

At the onset of the three-year agreement, pricing must be based on a tiered volume structure.

## **Other Requirements**

- Software Assurance benefits, including new version upgrades. Home use programme for staff, 24X7 phone support and Web support, Desktop Deployment Planning Services (DDPS), technical training, Windows Vista Enterprise and Extended Hotfix Support

## **2) PREMIER SERVICES**

- i) 24/7 Access and Customized Support to CIPC Requirements
- ii) Provision of knowledge, tools, and support of Microsoft experts for the following:
  - access to a global network of experts with extensive knowledge of Microsoft products
  - accelerated support by subject matter experts to solve problems
  - direct assistance with planning and rollouts, rigorous health checks and remediation services
- iii) Ensure availability of Microsoft Experts for the following:
  - monitor CIPC IT operations and help alleviate any issues that may arise
  - global network of subject matter experts
  - deep knowledge of Microsoft products
  - operational guidance aimed at increasing system performance and reducing support costs and risks
  - a direct relationship with Microsoft through your PSDM
  - training and knowledge transfer
  - access to Microsoft product developers
- iv) 24/7 Support Availability
- v) Proactive Monitoring and Health Checks as follows
  - Risk assessments to help identify potential problems
  - Operations assessments to help streamline processes
  - Remediation services and side-by-side sessions with Microsoft field engineers
  - Microsoft product support workshops timed with key release cycles
  - Guidance to help maximize current Microsoft platform and support business initiatives
- vi) Service delivery management
- vii) Problem Resolution Support
- viii) Premier Online Information Services

## **Period and payment terms of the Microsoft EA**

The contract of the Microsoft EA should be from 01 October 2018 until 30 September 2021.